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9 GENTILE BARKHORDAR and
10 DANNY FARSHADFAR
11

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 GENTILE BARKHORDAR,
15 an individual;
16 DANNY FARSHADFAR,
17 an individual;
18 Plaintiffs,

19 vs.

20 CENTURY PARK PLACE
21 CONDOMINIUM ASSOCIATION,
22 a California Corporation;
23 MANAGEMENT
24 PROFESSIONALS, INC., a
25 California Corporation;
26 and DOES 1 through 10, Inclusive;

27 Defendants.

) **Case No.: 2:16-cv-03071**

)

) **COMPLAINT FOR DECLARATORY**
) **AND INJUNCTIVE RELIEF AND**
) **DAMAGES FOR:**

)

1. HOUSING DISCRIMINATION IN
VIOLATION OF THE FAIR
HOUSING ACT (42 U.S.C. §3601 *et*
seq.)
2. CAL. FAIR HOUSING AND
EMPLOYMENT ACT (CAL. GOV'T
CODE §12955 *et seq.*)
3. THE UNRUH CIVIL RIGHTS ACT
(CAL. CIV. CODE §51 *et seq.*)
4. NEGLIGENCE

JURY TRIAL DEMANDED

1 condominium owners who volunteer their time to manage, oversee, and direct the
2 activities of the HOA.

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4 3. On information and belief, the HOA uses the services of a private third
5 party company, Defendant Management Professionals, Inc., to provide general
6 property management services, and to provide security employees to secure the
7 community, investigate resident issues, and enforce the HOA's rules and regulations.
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9 4. Many families with minor children reside at CPP, seeking to enjoy the
10 development's grounds and amenities. Unfortunately, families with minor children
11 are not able to fully and equally enjoy CPP's amenities in a manner equal to other
12 residents. Through its actions and inactions, the Defendants have targeted, and
13 continue to target, families with minor children, harassing them in their own homes
14 or when they use the amenities, and have created a culture of fear and intimidation at
15 the complex. Defendants hold families with children to a different, and less favorable,
16 standard when it comes to enforcing the HOA rules and regulations.
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20 5. As a result of Defendants' discriminatory acts and omissions, Plaintiffs
21 have suffered, and will continue to suffer, damages, and have been, and will continue
22 to be, denied full and equal housing. Through this lawsuit, Plaintiffs seek declaratory
23 relief, injunctive relief, damages, reasonable attorneys' fees, litigation costs and
24 punitive damages.
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PARTIES

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2 6. Plaintiff GENTILLE BARKHORDAR is, and at all times relevant
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4 herein was, the owner of a condominium unit at CPP. For approximately twelve
5 years, Mrs. Barkhordar has resided and continues to reside in her condominium unit
6 at CPP. Her minor-aged twins, “M.” and “K.” were born in March 2014. Thus M. and
7 K. are approximately two years old as of the filing of this complaint. As a person with
8 a minor child living in the home, Mrs. Barkhordar is a person whose “familial status”
9 is protected from unlawful housing discrimination as set forth in the Fair Housing
10 Act, 42 U.S.C. §3602(k) and the Cal. Fair Employment and Housing Act, Cal. Gov’t
11 Code §12955 et seq.
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14 7. Plaintiff DANNY FARSHADFAR is, and at all times relevant herein
15 was, the owner of a condominium unit at CPP. Mr. Farshadfar and Mrs. Barkhordar
16 are married and live in the same unit at CPP. As a person with a minor child living in
17 the home, Mr. Farshadfar is a person whose “familial status” is protected from
18 unlawful housing discrimination as set forth in the Fair Housing Act, 42 U.S.C.
19 §3602(k) and the Cal. Fair Employment and Housing Act, Cal. Gov’t Code §12955 et
20 seq.
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23 8. Plaintiffs pay approximately \$960.00 in monthly homeowners’
24 association dues to Defendant HOA and are in good standing with the HOA.
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27 9. On information and belief, Defendant CENTURY PARK PLACE
28 CONDOMINIUM ASSOCIATION is a California corporation which operates and/or

1 manages the Century Park Place Condominiums development, located at 2106
2 Century Park Lane, Los Angeles, California. On information and belief, decisions for
3 and on behalf of CPP are made by the CPP Condominiums Homeowners Association
4 Board of Directors (“Board of Directors” or “Board”). Century Park Place
5 Condominium Association is an “owner” within the definition of Cal. Gov’t Code
6 §12927(e) and a “business establishment” as defined under Cal. Civ. Code §51 et seq.
7 (the Unruh Civil Rights Act).
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10 10. On information and belief, Defendant MANAGEMENT
11 PROFESSIONALS, INC. is a private third party property management company
12 hired and used by Defendant HOA to maintain the common areas, secure the
13 complex, investigate complaints, and enforce the HOA’s rules and regulations.
14 MANAGEMENT PROFESSIONALS, INC. is an “owner” within the definition of
15 Cal. Gov’t Code §12927(e) and a “business establishment” as defined under Cal. Civ.
16 Code §51 et seq. (the Unruh Civil Rights Act).
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20 11. Plaintiff is informed and believes that each of the Defendants is the
21 agent, ostensible agent, alter ego, master, servant, trustor, trustee, employer,
22 employee, representative, franchiser, franchisee, lessor, lessee, joint venture, parent,
23 subsidiary, affiliate, related entity, partner, and/or associate, or such similar capacity,
24 of each of the other Defendants, and was at all times acting and performing, or failing
25 to act or perform, within the course and scope of such similar aforementioned
26 capacities, and with the authorization, consent, permission, or ratification of each of
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1 the other Defendants, and is personally responsible in some manner for the acts and
2 omissions of the other Defendants in proximately causing the violations and damages
3 complained of herein, and have participated, directed, and have ostensibly and/or
4 directly approved or ratified each of the acts or omissions of each of the other
5 Defendants, as herein described. Plaintiffs are ignorant of the true names and
6 capacities of defendants used herein as DOES 1 through 10, inclusive, and therefore
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sues these defendants by such fictitious names. Plaintiffs will amend this complaint to
allege their true names and capacities when ascertained.

JURISDICTION AND VENUE

12. Jurisdiction and venue are proper in this Court because Plaintiffs' claims
arise under the federal Fair Housing Act, 42 U.S.C. §3601 *et seq.* This Court has
supplemental jurisdiction over Plaintiff's California claims.

13. Venue is proper in this court pursuant to 28 U.S.C. §1391(b) and is
founded on the fact that the real property which is the subject of this action is located
in the Central District and Plaintiffs' causes of action arose in the Central District.

FACTS UPON WHICH ALL CLAIMS ARE BASED

14. Plaintiffs are persons with minor-aged twins, "M." and "K." Plaintiffs
have lived at the CPP Condominiums for approximately 12 years, and since their
birth in March 2014, M. and K. have resided at the CPP Condominiums. At the time
of the filing of this complaint, M. and K. are a little over two years old.

15. At all times relevant herein, Defendant HOA has used a third party

1 company, Defendant MANAGEMENT PROFESSIONALS, INC., to provide
2 property management services and security services for the CPP Condominiums
3 development. On information and belief, MANAGEMENT PROFESSIONALS,
4 INC. employs a General Manager named Dan Nakari. On information and belief,
5 MANAGEMENT PROFESSIONALS also employs security personnel who are
6 responsible for ensuring the security of the gated community, investigating resident
7 complaints, and enforcing the HOA's rules and regulations.
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10 16. Upon information and belief, since at least early 2015, both Defendants
11 have been represented by an attorney named David Swedelson, SBN 84490. Mr.
12 Swedelson's website advertises as being "a full service community association law
13 firm that provides the highest quality legal counsel to condominium...homeowner
14 associations (HOAs) throughout California." Mr. Swedelson's biography found on
15 his website bills him as "one of California's leading community association
16 attorneys" and that he has litigated "discrimination and fair housing complaints..."
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20 **A. *Discriminatory Signage Throughout CPP***

21 17. Defendants have the following signage around CPP's property which
22 restricts or prohibits activities and behaviors of "children" and/or have a differential
23 and negative impact on families with children. For example, posted at the pool/spa
24 are signs indicating the following:
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- 27 • "Children under 14 years of age using the Pool or Spa must be
28 accompanied by an adult over 18 years of age."

- “Children in diapers are allowed to be in the Pool only if they are wearing rubber pants and a bathing suit. An adult at all times must attend them.”
- “Beach balls, rafts, toys are not permitted in the Pool or Spa areas.”
- “Pool parties in excess of 6 people are prohibited.”

18. Defendant have the following signage in CPP’s fitness centers:

- “Children under 14 are not permitted in the gym without the supervision of an adult.”

B. CPP’s Discriminatory Rules, Regulations and Restrictions

19. CPP’s Rules and Regulations, which were amended, promulgated and approved by the HOA on April 14, 2015, also specifically target families with minor children and limit or prohibit their full and equal use of the development. For example, these Rules and Regulations provide:

- “Children under 14 years of age using the pool or spa must be accompanied by an adult over 18 years of age.” (Rule 3.2c.)
- “Children in diapers are allowed to be in the pool only if they are wearing rubber pants and a bathing suit. An adult at all times must attend them.” (Rule 3.2d.)
- “Beach balls, rafts, toys ...are not permitted in the pool or spa areas.” (Rule 3.2g.)
- In connection with the use of the pool and spa area: “No...boisterous

1 conduct, (screaming and yelling)...” (Rule 3.2m.)

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- 3 • “Pool parties are prohibited.” (Rule 3.2s.)
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- 5 • “For safety reasons children under the age of 7 are not permitted in a
- 6 gym unless required to do so for medical reasons and then must be
- 7 accompanied and supervised by a parent only.” (Rule 3.3c.)
- 8
- 9 • “Children between the ages of 7 and 14 are not permitted to use the
- 10 gym without being accompanied by an adult.” (Rule 3.3d.)
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- 12 • “**Play Areas**...No one is permitted to play in any part of the
- 13 Common Area, such as...” then lists the following areas where
- 14 “play” is prohibited: halls, landings, storage areas, corridors,
- 15 driveways, roofs, lobbies, ramps, streets, elevators, parking areas,
- 16 stairways, garage gates, planted areas, trees and the lounges. (Rule
- 17 7.2.)
- 18
- 19 • “**Nuisance and Noise:** Residents shall not do anything that is
- 20 noxious, offensive or illegal in your unit or in the common areas. Nor
- 21 can you do anything that will cause unreasonable...disturbance, or
- 22 annoyance to other residents. The creation of noise in upper units
- 23 from running, jumping etc...is of special concern.” (Rule 7.5.)
- 24
- 25 • “**Bicycle Riding, Roller Skating, Roller Blading, Skateboarding**
- 26 **and Scooters:** It is prohibited to ride these vehicles anywhere in or
- 27 on the property.” (Rule 7.15.)
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1 20. Upon information and belief, Defendants' Rules and Regulations in
2 effect *prior* to April 14, 2015 contained similar, or additional, rules targeting families
3 with children.
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5 ***C. Defendants' Enforcement of Discriminatory Rules and Regulations***

6 21. In addition to signage and rules specifically targeting and limiting the
7 activities of minor children, Plaintiffs found they are, and continue to be, repeatedly
8 harassed by the employees, agents and staff of Defendants, due to M. and K.'s
9 activities. Defendants do not treat adults engaging in similar activities the way
10 Defendants treat Plaintiffs.
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12 22. Plaintiffs' downstairs neighbor, attorney Neva Neuman, SBN 86532, has
13 repeatedly threatened to sue Plaintiffs for the actions of M. and K. Neuman has
14 incessantly called and written to Defendants' security personnel and management
15 employees to complain about the "noise" caused by M. and K. Defendants then
16 investigate M. and K.'s behavior and actions, and Defendants issue verbal warnings,
17 threaten to sue Plaintiffs, and issuance of "write ups" to Plaintiffs for purported Rule
18 and Regulation violations.
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20 23. Upon information and belief, Defendants *have never* issued Ms. Neuman
21 similar write ups when Plaintiffs call and write to Defendants about Ms. Neuman
22 banging on her ceiling when the children are playing—even though Ms. Neuman has
23 admitted to banging on the ceiling by throwing a hard plastic ball at the ceiling, and
24 Defendants' security personnel have witnessed the banging.
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1 24. On January 15, 2015, CPP's General Manager Dan Narkari emailed both
2 Mrs. Barkhordar and Ms. Neuman. At this time, M. and K. were less than a year old.
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4 Ms. Neuman had complained of the children's "noise." Mr. Nakari acknowledged
5 that he inspected Plaintiffs' unit and that Ms. Barkhordar "told me that her baby was
6 crawling and playing one day recently and someone downstairs start[ed] pounding on
7 the ceiling...she went on to say, she knows you hear them [the kids] but what can she
8 do, she has the right to have kids and live there. The kids are crawling and starting to
9 walk and you know that they will start dragging toys and throwing them...I'm not
10 sure what more I can do at this point, other than to say the carpets are there in the
11 bedrooms and living room and have good padding underneath them. There is no
12 illegal padding."

16 25. On January 15, 2015, Ms. Neuman responded in an email to Mr. Nakari
17 stating in part she has thrown a rubber ball at her ceiling "when it gets impossible."
18
19 Ms. Newman continued, "I have also called security several times and they have
20 heard it as well. She is just full of shit re her assertions. Tell her to hire a lawyer as it
21 is she that is making our living situation intolerable and if the future holds a pride of
22 her children interrupting our peace and enjoyment of our habitant (sic) then it is we
23 that will seek an injunction...Please forward this to her and don't edit anything."

25 26. Ms. Neuman sent another email to Mr. Nakari on January 15, 2015
26 stating in part, "How dare she if that is what I wanted I would pound late at night to
27 wake her kids...Please send this to her as this is my response."
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1 27. On January 16, 2015, Mr. Nakari did indeed forward Ms. Neuman's two
2 emails to Mrs. Barkhordar.

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4 28. On January 22, 2015, Mrs. Barkhordar reported to Defendants via an
5 email that Ms. Neuman "was banging again violently on her ceiling under our
6 bedroom this evening [as] I was putting my kids to sleep at 9pm. Can the board
7 impose a fine on her for doing this?"

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9 29. The next day, Mr. Narkari responded stating in part, "Security would
10 need to hear the pounding in order to take action against your downstairs
11 neighbor...As management, I'm not going to keep responding to each other's
12 complaints only to keep getting denials from the other...nor being able to verify the
13 complaints. As I look at it, the magic hour for noise complaints is at 10 pm or
14 later...It is not [the Board's] role to broker or force a resolution."

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17 30. On February 26, 2015, Defendants' attorney, Mr. Swedelson sent a letter
18 to both Mrs. Barkhordar and Ms. Neuman stating in part "I see that Ms. Neuman is
19 complaining about what she believes is excessive noise coming from [the Plaintiffs']
20 unit...The Association's management has been unable to verify any of the allegations
21 that either of you have made about the other."

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24 31. On March 1, 2015, Mrs. Barkhordar e-mailed Defendants and Mr.
25 Swedelson stating in part, "There have been several instances where [Ms. Neuman]
26 was banging violently on our ceiling when the kids were merely crawling in their
27 bedroom and we called Park Place security. In one instance, the guard came over and
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1 actually heard her banging on the ceiling and reported it to the office...I've explained
2 to Dan that I am open to sitting and talking with [Ms. Neuman] but I cannot stop my
3 kids from crawling or playing at home."

5 32. The same day, Mr. Swedelson emailed Mrs. Barkhordar asking what
6 type of floor covering is within Plaintiffs' unit. Mrs. Barkhordar responded in part
7 "We have carpet with very thick padding per the association guidelines, so I am not
8 worried about that..."

10 33. On March 7, 2015, Ms. Neuman yelled obscenities out of her window at
11 M. and K. On March 9, 2015, Ms. Neuman yelled out her window words to the effect
12 of "shut that kid up" because K. was crying. Mrs. Barkhordar reported Ms. Neuman's
13 behavior to Mr. Nakari both verbally and in writing. Mrs. Barkhordar wrote in part
14 "As I explained to you, there were 2 other instances where the guard actually heard
15 and created a report stating that he heard [Ms. Neuman] banging on [her] ceiling and
16 then on 3/7 again she shouted obscenities outside her window because she heard my
17 kids. You said you would look at the reports and get back to me on whether you can
18 put her on notice for this behavior." Upon information and belief, Defendants did
19 nothing to Ms. Neuman.

24 34. On April 14, 2015, Defendant HOA passed amended Rules and
25 Regulations which included the language found in paragraph 19 above.

27 35. Around April or May 2015, Mrs. Barkhordar requested from Mr. Nakari
28 that she be allowed to organize a small "Mommy and Me" gathering in the recreation

1 room. “Mommy and Me” gatherings are for parents and babies, to sing and play with
2 colorful scarfs and small musical instruments.

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4 36. On May 20, 2015, when Mrs. Barkhordar requested the security footage
5 of an incident between Ms. Neuman and Mrs. Barkhordar’s mother, Mr. Nakari wrote
6 a response email to Mrs. Barkhordar stating in part, “we have mentioned it to your
7 mother before on more than one occasion that the, building lobby area, the lounge
8 and the lounge/office lobby are not meant for children to play in. I have had
9 neighbors complain of the toys, and noise from the children. The other day, your son
10 was dragging the yellow wet floor signs around the lobby floor...I do not believe that
11 you mother looks at this from the same perspective as I’m presenting. Please do not
12 think that it is Neva Neuman who is instigating my comments, as that would be
13 untrue.” (All sic.)

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17 37. In this same email, Mr. Nakari responded to Mrs. Barkhordar’s request
18 to have a “Mommy and Me” gathering in the recreation room. Mr. Nakari stated “**if**
19 **the Board approves your request, it would be open to only residents who live at**
20 **Century Park Place and they all sign a form that they will hold the Association**
21 **Harmless for any accidents or injuries. This would not be an Association class, it**
22 **would be organized by you.”** (All sic. Emphasis in original.) Upon information and
23 belief, gatherings that do *not* include children are not required to comply with the
24 same stringent directions stated by Mr. Nakari. Plaintiffs did not hear back from
25 Defendant HOA about the “Mommy and Me” gathering.
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1 38. In response to Mr. Nakari's email, Mrs. Barkhordar wrote back in part "I
2 feel that [Ms. Neuman] is harassing us by constantly coming over and displaying
3 aggression (verbally and with her gestures) whenever she sees me, my children or my
4 family. As for my kids playing in the lobby, I will ask my mother and housekeeper to
5 keep it down and leave the common areas as they find them before they walk away. I
6 cannot however put handcuffs on my children to make sure they don't touch anything
7 as they walk through the lobby or the common areas or the rec room for that matter.
8 Often children will run and grab onto colorful or interesting looking items and all
9 parents can do is take those items away and put them back. Given that they're twins,
10 it does take a parent more time to get everything under control. And as much as I
11 understand the neighbors' wishes to live in a quiet building and to have dogs that take
12 dumps all over our yards several times a day, we have the right to have kids at Park
13 Place and our kids have the right to enjoy the common areas too. Again, I don't
14 complain to you about the elderly playing cards in the rec room, or their dogs
15 poopooing where we walk, so I don't want them to discriminate against my children.
16 Finally, if there is a 'No children' policy in the Park Place CC&Rs, please send it to
17 me and I will read it. If you don't respond with the latter, I will assume that there is
18 no such clause against children playing in the common areas at Park Place."

25 39. The next day, May 21, 2015, Mr. Nakari emailed Mrs. Barkhordar and
26 Defendants' security officer cutting and pasting HOA Rules and Regulations, 7.2
27 (regarding no play allowed in common areas); two pool rules directed at children; and
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1 the rule concerning children under the age of 7 prohibited from the fitness centers.
2 Around this time, M., K. and two adults were in the common area recreation room.
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4 Mr. Nakari informed the adults that children were not allowed in the room.

5 40. The same day, Mrs. Barkhordar responded to Mr. Nakari, the security
6 employee and copied in the CPP HOA stating in part: "Thank you Dan, I don't mean
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8 to cause anyone any grief, but if this is the case then how is it that adult card games
9 are taking place in the lounge every week? And that dogs play in planted areas and
10 our lawns all the time? Does this mean that the elderly and people with dogs (and
11 their dogs for that matter) have more rights at Park Place than children?"

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13 41. The same day, Mr. Nakari replied stating in part: "I'm surprised that you
14 do not recognize the difference. Playing cards in a lounge by the elderly is a
15 completely different situation than small children playing in an area with glass tops
16 on tables with hard angles that they can hit their heads against. Plus there are hard
17 edges on the coffee tables that they can get injured. They can grab objects off of the
18 table and get hurt or damage the item they grabbed. The lounge and the lobbies, etc.
19 are not play areas for children. You make your condo safe for your children. Actually
20 I'm amazed that you do not see the difference. Elderly residents playing cards and
21 small children playing in areas that they can hurt are so opposite of each other, I'm
22 surprised. In any event, those are our rules and Security can issue fines for continued
23 use that are in violations of the Rules." (All sic.) Mr. Nakari then cut-and-pasted the
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28 16 common areas where no "play" is allowed.

1 42. The same day, Mrs. Barkhordar responded again in writing, stating in
2 part “Dan, you can explain it away but rules are rules and if you keep adding pressure
3 onto the already difficult job of being a mother of twins living above a psychotic
4 neighbor who won’t let me have full use of my own unit and balcony, I will have to
5 conclude that your implementation of the rules at Park Place is discriminatory against
6 young children and their parents. Again, you declined to take sides and to impose
7 fines on [Ms. Neuman] when we’ve had evidence of her banging on my ceiling
8 whenever my children walk around our unit and of her yelling at me over the balcony
9 whenever my children walk on our balcony to get some fresh air, but you’re
10 threatening to fine me if my children use the common areas?”
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15 43. On May 22, 2015, Mr. Nakari responded again, “I find it interesting that
16 other parents respect the Rules and understand why they were written and you fail to
17 do so. In your effort to sidestep Rules and be an exception to the Rules, you yell foul
18 and yell ‘discrimination’.”
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20 44. On July 7, 2015, Ms. Neuman threw a manila envelope full of legal
21 papers into M.’s stroller, striking the boy’s face with the envelope. The Plaintiffs
22 made a police report, and the next day emailed Mr. Nakari stating in part, “Please
23 notify Chairman of the Board” that Ms. Neuman “is continuing with her threats,
24 bullying and verbal abuse every time she hears my children on our balcony or sees
25 them in the common areas. Yesterday she displayed outright physical abuse as she
26 threw a stack of legal papers at my one-year old son as he was riding happily along in
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1 his pushbuggy at 10:30 AM with my mother. Our neighbors need to know that my
2 children and I have the right to enjoy our balcony and to walk around Park Place
3 without the constant threat of verbal or physical abuse. Please forward my email to
4 the Chairman and ask him to call me..." Defendants did not contact Plaintiffs.
5

6 45. On July 9, 2015, Ms. Neuman mailed a letter to Mr. Nakari and various
7 other individuals, stating in part, "As usual [Mrs. Barkhordar's] two children were
8 left on the terrace screaming for hours...However, a neighbor/owner went outside
9 and yelled and screamed at [Mrs. Barkhordar] to bring the kids inside while hysterical
10 and causing havoc, additionally this owner threatened to call child services,
11 something quite novel I thought...if I have to canvass every unit to find this
12 individual who will support the events of yesterday and corroborate not just the
13 Nuisance value of the children and family I will do so. The Barkhordars have just
14 chosen the wrong party to batter and disparage and make miserable forcing me to
15 place my condo for sale. What is it they do? Make up their own laws to suite them? I
16 truly encourage Security to take a more vigilant role in this matter...I am requesting
17 that Park Place e mail this letter to [Plaintiffs]." (All sic.)
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23 46. At the beginning of August 2015, the Defendants distributed a letter
24 prepared by Ms. Neuman, and passed out the letter to all of CPP's 432 units. In Ms.
25 Neuman's letter she stated in part that the noise in her unit is "unbearable. Now that
26 there are children involved we can hear every night the children running all over the
27 unit above us to the point that we had to put our unit up for sale. If the Civil Courts
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1 could take nuisance complaints I would have done so years ago, but the courts are
2 congested, so we must rely on the Association to protect us.”

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4 47. Ms. Neuman also wrote, and upon information the Defendants
5 distributed, a four-page rambling diatribe about voting “no” on a proposed
6 amendment allowing hardwood flooring in upper units. This diatribe included the
7 following: “The step of a foot will sound like a truck...the running of children, like a
8 squadron of marines, the throwing of a ball whether to your child or dog, an
9 earthquake. These comparisons are not made for humor, rather for an intelligent and
10 well informed decision as to your vote...[Another resident] addresses his elderly
11 neighbors above his Unit as being quiet, he is the lucky one!! How about those of us
12 who live underneath those...who have children throwing toys and running around all
13 night? That is not his experience!” (All sic.)

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17 48. On February 1, 2016, Ms. Neuman wrote a letter to Mrs. Barkhordar,
18 and copied in Mr. Nakari. In this letter Ms. Neuman wrote “You and your children
19 have virtually ruined our lives our peace and enjoyment, a fact which you relish in.
20 Every night from 5 p.m. till midnight you encourage your children and family to
21 cause such sever noise emanating from the floor on your condo which is our ceiling.
22 Your children throw Tonka balls and trucks and run till all wee hours of the night, we
23 have been, for the last 2 years sleep deprived. It is to the point that Security has a file
24 on you that is copious and redundant. You just don’t care. And let’s be clear about
25 this, I am never in any proximity of you and what you refer to kindly to as children. I
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1 walk the other way, IT IS YOU that maintains a residence in the lobby of the condo,
2 outside the condo and your patio, where you and your husband have instigated us by
3 playing a child's piano on Saturdays and Sunday mornings. Your patio is not a
4 backyard. It is a common area. Every one that this is the building has offered
5 complaints about you and your children. I have given up the use of my patio for 2
6 years to accommodate your lack of child rearing skills and where your children have
7 screamed so that a neighbor threatened to call children's services...It is you that is a
8 nuisance and has not one iota of an idea what living in a condo community consists
9 of...I would hope that you would learn to behave and teach your children to do so, I
10 also encourage you to read to your children if that's possible, it would probably
11 curtail the havoc they cause every day and every night...Speech that is likely to incite
12 a riot is not protected, but this is well above your head."

17 49. On March 13, 2016, at exactly 10:00 p.m., Defendants posted a
18 "NOTICE OF VIOLATION" on Plaintiffs' front door for "ACTIVITY VIOLATING
19 POSTED RULES" and "UNNECESSARY NOISE." The following day, Mrs.
20 Barkhordar emailed Defendants and explained, "We were sitting on our couch at 10
21 pm reading books to my kids this Sunday night, 3/13, and your guard came and put a
22 ticket on my door for excessive noise at 10 pm. Earlier [Ms. Neuman] was banging
23 on her ceiling like a wild dog and I called security about it, but you guys didn't bother
24 to give her a ticket, as usual. I asked you so many times in the past to give her a
25 notice of violation for her aggressive, harassing behavior towards me and my
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1 children, and you declined to do it. Why are you taking sides?”

2 50. Century Park Place has a wide, one-way roundabout. There is a gate and
3 security guard that stops all incoming traffic. The speed limit for this one-way
4 roundabout is 15 MPH. On March 26, 2016, at approximately 1:30 p.m., Mrs.
5 Barkhordar and her housekeeper were walking on the sidewalk abutting the
6 roundabout with twins M. and K. M. was on a tricycle. M. rolled his trike down the
7 sidewalk and into the roundabout. M. was at no time in any danger, however, just as
8 M. rolled onto the side of the roundabout, Ms. Neuman drove by with Mr. Nakari in
9 the passenger seat. Ms. Neuman unrolled the window and yelled “Nice mothering
10 skills!” Mr. Nakari pointed his finger at Mrs. Barkhordar.
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12 51. When Mrs. Barkhordar, her housekeeper and the twins got back to their
13 building, Mr. Nakari was waiting for them. Mr. Nakari lectured Mrs. Barkhordar
14 about how she would be “very sorry” if “something were to happen” to M. while
15 riding his tricycle. Mr. Nakari informed Mrs. Barkhordar that her children were not
16 allowed to use tricycles, and children were not allowed to be in the street.
17

18 52. To follow up on this verbal warning, on April 1, 2016, Mr. Nakari sent
19 Mrs. Barkhordar a communication on “Park Place Century City” letterhead with the
20 subject line “Century Park Place’s Rules and Regulations.” In this letter, Mr. Nakari
21 once again cut and paste various rules from the HOA Rules and Regulations,
22 including the prohibition on bicycle riding, roller skating, roller blading,
23 skateboarding and scooters; the prohibition of playing in the 16 common areas; and
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1 the rule on nuisance and noise.

2 53. On April 5, 2016 Mr. Farshadfar spoke to Mr. Nakari in person
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4 concerning the Defendants (and Ms. Neuman's) treatment of M., K. and the Plaintiffs
5 on the basis of their familial status. Mr. Nakari admitted that Defendants had never
6 issued Ms. Neuman a written warning for nuisance. During this conversation, Mr.
7
8 Farshadfar told Mr. Nakari that the Defendants were violating the law, and
9 discriminating on the basis of familial status. Mr. Nakari told Mr. Farshardfar to "get
10 a lawyer" or words to that effect.
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12 54. On April 7, 2016, Mr. Farshadfar wrote a five page letter to Mr. Nakari.
13 In sum, Mr. Farshadfar pointed out the Rules and Regulations were discriminatory
14 against families with children and that before enforcing the Rules the Defendants
15 "have to ensure that these rules are legal and not discriminatory, and that they are
16 enforced uniformly and do not target any specific types of individuals or groups." Mr.
17 Farshadfar also requested information about where exactly his children were
18 supposed to play in light of the all of the places his children were *not* permitted to
19 play. Mr. Farshadfar also requested that Defendants "enforce the complaints and rules
20 equally, revise any portion of the CC&R that would be in violation of Federal and/or
21 State laws, and stop threatening us with warnings or citations that could be
22 discriminatory...I am also requesting that within 30 days you consult with the board
23 members and/or the association's legal counsel, and give us in writing whether the
24 rules you stated in your letter, which are obviously intended towards limiting
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1 children's legal right to enjoy their Park Place dwelling and surrounding grounds and
2 community areas, and limitations that you are imposing on them remain as they are,
3 or whether any of them will be modified or eliminated..."

5 55. The following day, April 8, 2016, the Defendants' attorney Mr.
6 Swedelson, emailed Mrs. Barkhordar and Ms. Neuman, stating in part, "Ms. Neuman
7 is still complaining about what she believes is excessive noise coming from the
8 Barkhordar unit. The Association's management has been able to verify some of the
9 allegations by Ms. Neuman that Ms. Barkhordar is allowing her children to run, jump
10 and bounce a ball in her unit...Ms. Barkhordar has apparently acknowledged the
11 issue, but says that the kids are playing, as if that is a good excuse for creating a
12 nuisance for the downstairs neighbor. It isn't...The Association does not want to have
13 to deal with your neighbor-to-neighbor dispute. To expect that the Association should
14 step in and do something to deal with your problem is just not reasonable nor is it
15 appropriate."

20 56. On Saturday April 9, 2016 at 4:11 p.m., Defendants issued Plaintiffs a
21 second written NOTICE OF VIOLATION for "ACTIVITY VIOLATING POSTED
22 RULES" and "UNNECESSARY NOISE."

24 57. On April 11, 2016, Mrs. Barkhordar emailed both Mr. Swedelson and
25 Mr. Nakari stating in part that other neighbors are also disturbed by Ms. Neuman's
26 "loud and obnoxious yelling at me and my children, and although I've reported it to
27 security multiple times in the past several years, the office has failed to give Neuman
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1 a notice of violation for banging violently on her ceiling at all hours of the day and
2 night, which is causing my children and I anxiety and great emotional distress. The
3 banging was once heard by one of the Park Place security guards, who reported it to
4 the office...”

5
6 58. From April 19 to April 22, 2016, Mrs. Barkhordar engaged in a back-
7 and-forth communication with Mr. Swedelson and Mr. Swedelson’s office. Mr.
8 Swedelson wrote in part, “I have to tell you that Association management has shared
9 with me the security reports where Association security officers have reported
10 hearing a lot of noise coming from your unit. They heard this noise when they
11 responded to complaints from Neuman. I am not saying that Neva Neuman is an
12 angel and that the problems are all your fault. I am saying that there would likely be
13 no problems if there was not so much noise coming from your unit into Neva
14 Neuman’s unit. In the past you have said that the noise Neuman is complaining about
15 is your kids playing and that kids will be kids and there is nothing you can do about
16 the noise. That is not an appropriate response. You cannot allow your children to run
17 and jump and bounce balls if the resulting noise is causing a nuisance to the unit
18 owners below. You either need to add padding or take other steps to minimize the
19 level of the noise or get your kids to stop their running, jumping and ball bouncing
20 when they are in the unit...If the disputes between you and Neuman are not soon
21 resolved, the Association may be compelled to take legal action and that action may
22 likely be taken against you and your husband for violating the CC&Rs by causing a
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1 nuisance. That lawsuit will be time consuming and expensive for you...”

2 59. On April 27, 2016, Mrs. Barkhordar sent Mr. Swedelson and Defendants
3 an email asking if the HOA is going to sue her “for complaining of familial status
4 discrimination? For complaining that my downstairs neighbor and security is
5 harassing us because our children make normal children noises? For asking the HOA
6 to do something about the discrimination here at Century Park Place? For my
7 repeated complaints that my children are being held to a different standard than other
8 tenants? Your client wants my children to be silent inside our home. But your client
9 also does not allow my children in common areas.”

13 60. On April 28, 2016 Mr. Swedelson responded to the email stating in part
14 “this is really a dispute between you and your neighbor, and can only be resolved by
15 a resolution between you and your neighbor. There is nothing that the Association
16 can really do to help you resolve your neighbor-to-neighbor issues...” Mr. Swedelson
17 continued, “I am not saying that the Association is going to sue you, but that is a
18 distinct possibility. Neva Neuman has raised a number of claims that you are causing
19 a nuisance, and it has been verified by the Association’s security when they have
20 been called to her unit that there is noise coming from your unit... You can claim that
21 your children are being held to a different standard than other residents, or that the
22 Association does not allow your children to create a nuisance while they are in the
23 common area, but your allegations are just not appropriate and they are not true. I
24 think the problem here is that what you call normal children noises is not normal.
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1 People do not allow their children to run and jump and bounce balls when that noise
2 could bother their downstairs neighbor... You cannot expect others to have to tolerate
3 noise from your children.”
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5 61. The same day, Mrs. Barkhordar emailed Mr. Swedelson and Defendants
6 stating in part that Defendants are “creating a hostile living environment for me and
7 my children and my husband. You have yet to even address my complaints of
8 housing discrimination. You just focus on your client giving us silly warnings. You
9 should ask your client how many times we have complained about your association’s
10 refusal to issue warnings to Neuman even though she assaulted my child and bangs
11 on my floor all the time. Kids will be kids. You are personally aiding Dan in
12 discriminating against children.”
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16 62. That was the last Plaintiffs heard from Defendants or Defendants’
17 attorney, Mr. Swedelson.
18

19 63. However, the next day on April 30, 2016, Ms. Neuman told Mr.
20 Farshadfar that his children are making her life miserable, and advised Mr. Farshadfar
21 to get a lawyer.
22

23 64. Upon information and belief, the Defendants harass, warn, write up and
24 fine families with children in a negatively differential fashion. Upon information and
25 belief, residents who harass or interfere with the quiet enjoyment of families with
26 children are not written up or fined by the Defendants.
27

28 65. The Defendants, by their actions and failure to act and through their

agents, have not only discriminated against Plaintiffs due to their familial status, but have created and permeated an atmosphere of hostility for families with minor children. Unless and until Defendants are enjoined to comply with federal and California fair housing laws, Plaintiffs and other residents with minor children will be denied full and equal opportunity to use and enjoy their residences, and will be subjected to harassment, intimidation, and injury.

66. Plaintiffs have suffered difficulty and discomfort attempting to use and enjoy their condominium unit. Plaintiffs have suffered embarrassment, emotional distress, anxiety, stress and frustration due to Defendants' discrimination. The ongoing nature of Defendants' discrimination constitutes an ongoing violation, and unless enjoined by this Court, will result in ongoing and irreparable injury.

FIRST CAUSE OF ACTION
FAIR HOUSING ACT (42 U.S.C. § 3601 *et seq.*)
(Plaintiff against All Defendants)

67. Plaintiffs re-allege and incorporate by reference the allegations contained in all above paragraphs of this Complaint as if fully set forth herein.

68. Defendants have violated the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, by discriminating against Plaintiffs on the basis of their familial status. 42 U.S.C. §§3602(k); 3604(a).

69. Specifically, Plaintiffs allege that, through a pattern and practice of discrimination, Defendants have violated the Act by discriminating in the terms, conditions, and privileges of ownership of the CPP condominiums. 42 U.S.C.

1 §3604(b).

2 70. Plaintiffs further allege that Defendants violated the Act by making,
3 printing, and/or publishing statements indicating a preference based on a person's
4 familial status, in violation of 42 U.S.C. §3604(c).

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6 71. In so doing, Plaintiffs allege that Defendants have made unavailable or
7 denied their dwelling to Plaintiffs, M. and K., in violation of 42 U.S.C. §3604(a).

8
9 Wherefore, Plaintiffs pray for relief as requested below.

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11 **II. CALIFORNIA FAIR EMPLOYMENT & HOUSING ACT**
12 **(Cal. Gov't Code § 12955 *et seq.*)**
13 **(Plaintiff against All Defendants)**

14 72. Plaintiffs re-allege and incorporate by reference the allegations
15 contained in all above paragraphs of this Complaint as if fully set forth herein.

16 73. Plaintiffs allege Defendants have violated Cal. Gov't Code §12955(a),
17 which prohibits discrimination against any person on the basis of familial status.

18 74. Plaintiffs allege Defendants have violated Cal. Gov't Code §12955(c),
19 which prohibits Defendants from making, printing or publishing, or causing to be
20 made, printed or published, any notice or statement that indicates any preference,
21 limitation or discrimination based on familial status.

22 75. Plaintiffs allege Defendants have violated Cal. Gov't Code §12955(d),
23 which prohibits any person subject to Section 51 of the Civil Code from
24 discriminating against any person on the basis of familial status.

25
26 76. Plaintiffs allege Defendants have violated Cal. Gov't Code §12955(f)

1 which prohibits Defendants from harassing or otherwise discriminating against any
2 person when the Defendants' dominant purpose is retaliating against a person who
3 has opposed practices unlawful under FEHA.
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5 77. Plaintiffs allege Defendants have violated Cal. Gov't Code §12955(g)
6 which prohibits Defendants from aiding or abetting discrimination on the basis of
7 familial status. Specifically, Plaintiffs allege Defendants have aided and abetted Neva
8 Neuman's (and other residents') discrimination against children, and Defendants have
9 created a hostile living environment for families with children by selectively
10 enforcing the HOA Rules and Regulations.
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13 Wherefore, Plaintiff prays for relief as requested below.
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15 **III. UNRUH CIVIL RIGHTS ACT**
16 **(Cal. Civ. Code § 51 *et seq.*)**
17 **(Plaintiff against All Defendants)**
18

19 78. Plaintiffs re-allege and incorporate by reference the allegations
20 contained in all above paragraphs of this Complaint as if fully set forth herein.

21 79. In committing the acts and omissions herein described, Defendants have
22 unlawfully discriminated against Plaintiffs on the basis of their familial status, in
23 violation of the Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.*
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25 Wherefore, Plaintiff prays for relief as requested below.
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IV. NEGLIGENCE

(Plaintiff Against All Defendants)

81. Plaintiffs re-allege and incorporate by reference the allegations contained in all above paragraphs of this Complaint as if fully set forth herein.

82. Defendants owed, and continue to owe, Plaintiffs a duty to operate the CPP Condominiums in a manner that is free from unlawful discrimination and to employ, train, and supervise their directors, employees, agents, and themselves to fulfill that duty. Defendants breached that duty by drafting, adopting, and enforcing discriminatory rules and regulations that discriminate against families with children.

83. Plaintiffs further allege that Defendants have not taken any steps, let alone all reasonable steps, to prevent discrimination and retaliation in housing on the basis of familial status. Upon information and belief, Defendants have done nothing to investigate Plaintiffs' repeated complaints of familial status discrimination.

84. Defendants' negligence has harmed and continues to harm Plaintiffs because they have been denied the full use and enjoyment of their dwelling and common areas. Defendants' negligence includes but is not limited to, their negligent failure to train its Board of Directors, their employees and agents regarding the requirements of federal and state fair housing laws; their negligent failure to hire persons who were familiar with the requirements of federal and state fair housing laws; their negligent failure to supervise themselves and their employees regarding compliance with the requirements of federal and state fair housing laws; their

1 negligent failure to discipline or terminate employees, who failed to comply with the
2 requirements of federal and state fair housing laws; and their negligent failure to
3 operate the development in conformity with accepted industry custom and standards.
4

5 **REQUEST FOR RELIEF**

6 WHEREFORE, Plaintiffs respectfully request:
7

8 1. That this Court declare that the discriminatory practices of the
9 Defendants as set forth above violate the aforementioned statutes;
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11 2. That this Court enjoin Defendants to eliminate all discriminatory posted
12 signage throughout the development; to revise any and all discriminatory rules and
13 regulations; to notify all of their residents the revised rules and regulations were
14 unlawful, and that the rules and regulations will no longer be enforced; and to educate
15 Defendants and their agents, members, and/or employees in the requirements of
16 federal and state fair housing laws;
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18 3. That this Court award general, compensatory, statutory and punitive
19 damages to Plaintiffs in an amount within the jurisdiction of this Court;
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21 4. That this Court award special and consequential damages to Plaintiffs
22 according to proof;
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24 5. That this Court award attorneys' fees, litigation expenses and costs of
25 suit, pursuant to 42 U.S.C. §3613(c), Cal. Gov't Code § 12989.2, and Cal. Civil Code
26 §55; and
27
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6. Such other and further relief as the Court may deem just and proper.

Dated: 5/4/16

LAW OFFICE OF ANNETTE MORASCH

By: /s/ Annette Morasch
ANNETTE MORASCH
Attorneys for Plaintiffs,
GENTILE BARKHORDAR
DANNY FARSHADFAR

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury for all claims for which a jury is permitted.

Dated: 5/6/2016

LAW OFFICE OF ANNETTE MORASCH

By: /s/ Annette Morasch
ANNETTE MORASCH
Attorneys for Plaintiffs,
GENTILE BARKHORDAR
DANNY FARSHADFAR